

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RIVERSIDE
AND
RIVERSIDE FIRE MANAGEMENT GROUP**

This Memorandum of Understanding ("MOU") is entered into with reference to the following facts:

- A. Representatives for the City of Riverside (hereafter "City") and representatives of the Riverside Fire Management Group (hereafter "Group") have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits and other terms and conditions of employment of employee-members represented by the Group
- B. The City management representatives and the representatives of the Group have reached an understanding as to certain recommendations to be made to the City Council for the City of Riverside and have agreed that the parties hereto will jointly urge said City Council to adopt one or more resolutions which will provide for the changes in wages, hours, fringe benefits and other terms and conditions of employment contained in these joint recommendations.

THEREFORE, the representatives of City Management and the Riverside Fire Management Group agree as follows:

- 1. The parties hereto agree shall jointly recommend to the City Council of the City of Riverside that one or more salary resolutions be adopted effecting the following changes in salaries, fringe benefits and other terms of employment for the employee-members.
 - 1.1 Salaries. Effective as the payroll periods hereinafter set forth, the salary ranges for the classifications of the employees represented by the Fire Management Group shall be increased as follows:
 - 1.1.1 Effective December 3, 2004, the salary ranges shall be increased by 3%.
 - 1.1.2 Effective July 1, 2005, the salary ranges shall be increased by 3%.
 - 1.2 Health Insurance. During the term of this agreement, the City shall make the following maximum contributions, if needed, for the Group members and their qualified dependents, if any, toward payment of premiums on group health insurance plans:

- 1.2.1 Effective DECEMBER 31, 2004, \$655 per month for health insurance premiums.
- 1.2.2 Effective July 1, 2005, \$755 per month for health insurance premiums.
- 1.3 Vacation. Effective July 1, 2004, annual vacation benefits for members with 10 or more years of service shall be 200.2 hours per year for members assigned to a day assignment. Annual vacation benefits for members with 10 or more years of service shall be 306.54 hours per year for members on 24-hours shift assignment.
- 1.4 Holidays. Effective January 1, 2005, annual holiday benefits will be compensated in cash payment the last pay period of November of each year. Holiday Compensation shall be counted as base pay for the purposes of retirement.
- 1.5 Compensation Time. Effective January 1, 2005, members may choose compensatory time off in lieu of cash payment. Members are limited to a maximum accrual of 100 hours.
- 1.6 Supervision Ratio. Effective January 1, 2005, the City and Group members agree to a manager to subordinate ratio not to exceed nine to one (9:1). This supervision ratio provision may be waved if a full time safety aide/assistant is assigned to the Group member.
- 1.7 Sick Leave Payoff. Upon completing twenty-five years with the City Fire Department, the group members are entitled to 50% sick leave payoff upon any honorable separation from the department. Honorable separation includes retirement from a non-work related injury, work related injury, voluntary early retirement or resignation providing conditions were honorable as previously indicated and not in lieu of termination.
- 1.8 Deferred Compensation. Effective July 1, 2005, deferred compensation contribution by the City shall be \$200 per month.
- 1.9 Educational Stipends. Effective January 1, 2005, the City will provide one (1) stipend equal to 5% of base salary for each of the following certificates, not to exceed the maximum aggregate of 10%:
 - 1.9.1 State of California Fire Marshal/State Board of Fire Services. Fire Chief, Chief Officer, Fire Marshal, Fire Prevention Officer 3, Instructor 3, Investigator 2.

- 1.9.2 International Association of Fire Chiefs. Chief Fire Officer Designation (CFOD)
- 1.9.3 National Fire Academy. Executive Fire Officer.
- 1.9.4 Stipends shall be counted as base pay for the purposes of retirement.
- 1.9.5 Certificates earned by the date of the signing of this contract shall be retroactive to December 31, 2004. Subsequent certifications earned shall begin with the pay period following the date of certification.
- 1.9.6 The City and the Fire Management Group agree that instruction, training, investigation, inspection and Fire Marshall duty time, as described in their job descriptions, can be reported to state certifying boards for certification requirements as validated by the Fire Chief.
- 1.9.7 In the event there are title changes for the certificate programs, the stipend provision shall continue to apply.
- 1.10 Retirement. Effective on or before June 30, 2006, the City shall amend its contract with the California Public Employees' Retirement System pursuant to California Government Code Section 21362.2 to provide the 3% at age 50 retirement formula to all employees represented by the Group.
- 1.11 Flex time. Effective January 1, 2005, Group members assigned to "Day Shift" are eligible for a flexible work schedule, subject to Fire Chief and City Manager approval, consisting of a four-ten (4/10), nine-eighty (9/80) or substantially equivalent two-week work period.
- 2. It is understood that existing ordinances, resolutions, policies of the City covering matters pertaining to employer-employee relations including, but not limited to, salaries, wages, benefits, hours, and other terms and conditions of employment shall remain in effect. Therefore, it is agreed that all such ordinances, resolutions and policies including Employer-Employee Relations resolution are hereby incorporated herein by this reference and made a part hereof as though set forth in full and except as provided herein shall remain in full force and effect during the term hereof. The parties hereto agree that nothing in this Memorandum of Understanding shall in any manner abridge, restrict or modify the rights and prerogatives of the City and its employees as set forth in Article 1. Sections 4 and 5, and Article 3, Section 1(B) of Resolution No. 15079, or its successor, if any.
- 3. The City and the Group agree that for the term of this Agreement, except as

otherwise specifically provided herein. Each party waives its rights and each party agrees that the other party shall not be obligated to meet and confer with respect to any subject or matter pertaining to or covered by this Agreement except as to meeting and conferring over the renewal or continuation of this Memorandum of Understanding at its expiration date in accordance with said Employer-Employee Relations Resolution.

4. It is understood and agreed that this Memorandum of Understanding is subject to all present and future applicable federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held invalid or unenforceable by any tribunal or competent jurisdiction, such part of provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.
5. Upon ratification of the membership of the Group and by the City Council, this Memorandum of Understanding shall be effective through June 30, 2006 and for the duration of any agreed upon extension.

**MANAGEMENT
REPRESENTATIVES
CITY OF RIVERSIDE**

By Minda Stone

By Arthur J. Henry

By Paul Chandra

By Todd Layton

Dated: 4-8-05

**RIVERSIDE FIRE MANAGEMENT
GROUP REPRESENTATIVES**

By Michael D. Espinoza

By R. B.

Dated: 4-8-05